

## SELLER(S) CUSTOMER SHOWING AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

1 **DATE:** \_\_\_\_\_

2 This is an Agreement between:

3 **SELLER(s):** \_\_\_\_\_

4 and **BROKER:** \_\_\_\_\_

5 Street Address: \_\_\_\_\_

6 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

7 With the legal description of:

8

9

10 This Agreement starts \_\_\_\_\_, 20\_\_\_\_ and ends 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_ for  
11 Buyer(s) \_\_\_\_\_, to whom the Broker would like to show and sell  
12 the Property.

13 Unless otherwise specified, the term "Broker," as used in this form, includes both Broker and Broker's Agent(s).

14 Seller(s) warrants they have the legal right to market and sell the Property. Seller(s) will sign necessary closing  
15 documents to transfer ownership to the Buyer(s) at closing.

16 Showing Broker or Agent(s) is not representing Seller(s). Showing Broker ☐ IS ☐ IS NOT representing prospective  
17 Buyer(s). With this Agreement, Seller(s) is not listing the Property with the showing Broker. Seller(s) can sell the  
18 Property to other buyers during the term of this Showing Agreement. If Seller(s) desires to list the Property with a  
19 broker, options can be obtained from the Agent(s).

20 **DISCLOSURES:** Seller(s) is required to complete the SELLER'S PROPERTY DISCLOSURE and other disclosures,  
21 in accordance with North Dakota Century Code 47-10-02.1.

### 22 **SELLER'S DUTIES:**

- 23 • Cooperate with Broker in selling the Property.
- 24 • Provide all disclosures; homeowners association documents; covenants, conditions, and restrictions; and
- 25 other pertinent property information.
- 26 • Provide Buyer(s) with updated abstract of title or owners title commitment at close.
- 27 • Remain responsible for security, maintenance, utilities, and insurance while the Seller(s) owns the
- 28 Property.
- 29 • Seller(s) will secure and conceal any valuable personal property and medications during showings.
- 30 • Provide and pay for any inspections and reports required by any governing authority.

31 Seller(s) understands that Broker intends to rely on the accuracy of the information Seller(s) furnishes, including  
32 information about the condition of the Property. Seller(s) agrees to hold Broker harmless and defend Broker from  
33 any costs, expenses, or damages, including attorney's fees incurred by Broker as a result of Seller's withholding  
34 information from Broker or as a result of giving Broker any information which is incorrect.

35 **OTHER PROFESSIONAL SERVICES:** Seller(s) acknowledges that Broker is retained solely as a real estate  
36 agent and **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other  
37 professional service advisor. Seller(s) has been advised to seek professional advice concerning the condition of the  
38 property, legal, and tax matters.

Seller(s) Initials \_\_\_\_\_

39 **NONDISCRIMINATION:** Seller(s) understands that Broker may not refuse to sell to, or discriminate in the terms,  
40 conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable,  
41 or not solicited from, any person due to that person's race, color, religion, sex, national origin, age, physical or mental  
42 disability, family status, status with respect to marriage, or status with respect to public assistance. Seller(s)  
43 understands further applicable laws, rules, or ordinances may include other protected classes of persons.

44 **MULTIPLE LISTING SERVICE:** Broker is a member of a Multiple Listing Service (MLS). If the Broker sells the  
45 Property, the Broker may give information to MLS concerning the Property sales price and terms of sale after  
46 closing.

47 **CONSENT FOR COMMUNICATION:** Seller(s) authorizes Broker and Broker's representatives to contact  
48 Seller(s) by mail, phone, fax, email, or other means of communication during the term of this Agreement and any  
49 time thereafter.

50 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is signed, arrangements must be  
51 made to close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to  
52 conduct the closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to  
53 conduct the closing. Seller(s) has indicated Seller's choice for closing services (select one):

54 ☐ Seller(s) requests Broker arrange for closing services. Broker will give Seller(s) written disclosure of any  
55 controlled business arrangement Broker has with the closing services Broker selects.

56 ☐ Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing

57 **BROKER COMPENSATION:**

58 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

59 In consideration of the services to be performed by the Broker, the Seller(s) agrees to pay the Broker as follows  
60 (Check all that apply):

61 1) ☐ Seller(s) agrees to pay Broker compensation of \_\_\_\_\_% of the purchase price.

62 2) ☐ Seller agrees to pay a flat fee of \$\_\_\_\_\_.

63 3) ☐ Seller(s) agrees to pay Broker a transaction fee of \$\_\_\_\_\_.

64 4) ☐ Other terms: \_\_\_\_\_.

65 Compensation is due upon the happening of the following events:

- 66 a) at closing of the sale;  
67 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms  
68 required in the PURCHASE AGREEMENT, but Seller(s) refuses, or fails, to sell for any reason.  
69 c) if within \_\_\_\_\_ calendar days after the end of this Agreement, Seller(s) sells or agrees to sell, or  
70 exchanges or agrees to exchange, the Property to the above named Buyer(s).  
71 d) Seller(s) understands that if Seller(s) enters into a listing agreement with another Broker during the terms  
72 of this Showing Agreement and sells the Property to the above named Buyer(s), Seller(s) may be obligated  
73 to pay a commission to BOTH BROKERS. To secure payment of compensation, Seller(s) hereby assigns to  
74 Broker the proceeds from the sale of the Seller's Property in an amount equal to the compensation due  
75 under this Showing Agreement.

76 **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related  
77 to this transaction constitutes valid, binding signatures.

78 **ADDITIONAL PROVISIONS:**

79  
80

Seller(s) Initials \_\_\_\_\_

81 **ACCEPTANCE:**

82 To be binding, this Agreement must be fully executed by all parties:

83						
84	Seller Signature		Date	Seller Signature		Date
85						
86	Seller's Street Address			Seller's Street Address		
87						
88	City	State	Zip Code	City	State	Zip Code
89						
90	Seller's Phone			Seller's Phone		
91						
92	Seller's Email			Seller's Email		

93

94 Brokerage Name

95

96 Brokerage Phone

97

98 Agent Printed Name

99

100 Agent Signature Date